

# OG&E BUSINESS ENERGY EFFICIENCY PROGRAM

## Program Overview

Oklahoma Gas and Electric (OG&E, Sponsor) offers a variety of energy efficiency opportunities for our commercial, industrial and public sector customers. The Business Energy Efficiency Program, administered by CLEAResult, offers expert technical assistance, consulting services and generous financial incentives to help you achieve your long-term energy goals. The Program is offered on a first-come, first-served basis from January 1, 2025, through December 31, 2025, while funding lasts.

## Customer Participation Agreement

Customer confirms that it is an existing commercial, public sector or industrial entity that receives electric distribution services from Sponsor. Customer agrees to provide full and accurate usage data and other information upon request. Customer also agrees to provide access to CLEAResult and Sponsor. This participation agreement reflects the voluntary collaboration between your organization and the OG&E-sponsored programs. The terms attached detail the general commitments of the participant in order to improve the energy efficiency of their facilities. Applicable program manuals with additional terms will be available for the participant once the program administrator has selected the appropriate program options for a specific participant.

## Steps to participate:

1. Sign and submit the participation agreement along with payee's W-9 to BusinessEE@oge.com or your local CLEAResult contact.
2. You will receive a summary report of findings at your facility, including energy-saving opportunities and potential savings.
3. For some offerings, you will sign and submit a project application to define projects to be completed and reserve incentive funds.
4. Complete projects defined in the project application.
5. Notify program administrator of project completion and schedule post-inspection if required.
6. Receive your incentives from OG&E and look forward to future years of energy savings.
7. After completing the project and receiving incentives, you may be contacted by an independent evaluator to verify information gathered by the Program and/or to review on-site equipment installation.

## BY ENDORSING BELOW, YOUR ORGANIZATION ACCEPTS THIS AGREEMENT WITH OG&E

This agreement should be signed by your organization's director, president or similar executive and is valid through the 2025 program year. If participant wishes to end their participation in the Program, they may do so at any time by providing the program administrator written notice of their intentions.

### CUSTOMER INFORMATION

|  |               |  |  |
|--|---------------|--|--|
| Customer Account Name:   |               | Customer Contact Name:                 |  |
| Address:   |               |  |  |
| City:  | State:        | ZIP Code:                              |  |
| Email:   | Office Phone: | Mobile Phone:                          |  |
| Additional Information If Applicable:  |               |  |  |
| Site Name:   |               |  |  |
| OG&E Account Number:*  |               |  |  |
| <i>*If you have more than one account number, please provide a separate list of buildings, physical addresses and account numbers.</i> |               |  |  |
| Type of Project:   |               | Expected Construction Completion Date: |  |

### INCENTIVE CHECK INFORMATION

|  |              |   |                  |
|--|--------------|---|------------------|
| Pay to the Order Of:                               |              | Payee Tax ID:<br>(Return With Current W-9 Form) |                  |
| Incentive Payment Mailing Address (No P.O. Boxes): |              | City:   | State: ZIP Code: |
| Payee Contact Name:                                | Payee Email: | Payee Phone:                                    |                  |

### CUSTOMER AGREED AND ACCEPTED

I have read and understood the Customer Participation Agreement and the attached Standard Terms and Conditions for Participating Customers and certify that the information I have provided is true and correct.

|                 |        |
|-----------------|--------|
| Signature:      | Date:  |
| Name (Printed): | Title: |

# CUSTOMER PARTICIPATION AGREEMENT

## CLEARRESULT AGREED AND ACCEPTED

Signature:

Date:

Name (Printed):

Title:

### STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CUSTOMERS

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEARresult Consulting Inc., a Texas corporation and/or an affiliate thereof (“CLEARresult”), and Customer for the purpose of evaluating and installing energy-efficient measures (“**EEM**”) under the Program funded by Sponsor. CLEARresult and Customer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties acknowledge and agree that the state regulatory governing body (the “**PUC**”), Sponsor and third-party evaluators acting under the direction of Sponsor are third-party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. ACCESS AND PARTICIPATION.** Customer agrees to support CLEARresult and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install EEM. Customer agrees to allow CLEARresult to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they have obtained the property owner's permission to install EEM under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice, and this Agreement is subject to modifications by Sponsor.
- 2. ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEARresult may request verification of eligibility requirements at any time during the Program period.
- 3. INCENTIVE PAYMENT.** Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). Customer understands that Sponsor, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the incentive amount may not exceed the cost of the EEM.
- 4. AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEARresult, Sponsor, third-party evaluators acting under the direction of Sponsor, and the PUC to access its facilities for the purpose of confirming Customer's participation in the Program, inspecting installed EEM and verifying the energy savings achieved through the Program. Customer agrees to cooperate with CLEARresult, third-party evaluators, Sponsor and the PUC, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EEM is installed in accordance with all applicable federal, state and local laws and manufacturer's specifications.
- 5. CONFIDENTIALITY.** CLEARresult shall keep Customer information confidential. Only Sponsor, the third-party evaluators acting under the direction of Sponsor and the PUC shall be granted access to Customer data as needed or required. CLEARresult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval.
- 6. NO WARRANTY.** CLEARresult, SPONSOR AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE OR OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE PUC, SPONSOR NOR CLEARresult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED THAT FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
- 7. INDEMNIFICATION; LIMIT ON LIABILITY.** TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO INDEMNIFY THE PUC, SPONSOR AND CLEARresult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, SPONSOR, CLEARresult NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
- 8. MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Arkansas, without regard to conflict of law rules. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEARresult. CLEARresult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.



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